

This Indenture Witnesseth,

That the grantor Jose A. Martinez and Carmen Martinez

4816 West Schubert Chicago, IL

UNOFFICIAL COPY

87009386

of the City of Chicago in the County of Cook State of Illinois

for and in consideration of the sum of Thirty Two Thousand and no/100's Dollars

to hand paid, CONVEY and WARRANT to Capitol Bank and Trust 4801 W. Fullerton Avenue of the City of Chicago County Cook

and State of Illinois the following described real estate, to-wit: Lot 46 in Block 4 in Edward P. Kennedy's Resubdivision of the East half of the South East Quarter of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

P.T.N. 4816 West Schubert - 13-28-407-025

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located in the City of Chicago County of Cook and State of Illinois hereby releasing and waiving all rights under and in violation of the Homestead Exemption Laws of the State of Illinois and all rights to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained;

in trust nevertheless, for the following purpose: Wherefore, The said Jose A. Martinez and Carmen Martinez are justly indebted upon their Promissory Note bearing even date herewith, payable to the order of Capitol Bank and Trust the principal sum of \$32,000.00 plus interest

Now, if default be made in the payment of the said their Promissory Note or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said principal sum and interest, covered by the said their Promissory Note, shall thereupon, at the option of the legal holder or holders thereof, become immediately due and payable; and on the application of the legal holder of said Promissory Note or of either of them, it shall be lawful for the said grantor, or his successor in trust, to either take and upon and take possession of the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereon, or to file a bill in equity in any court having jurisdiction thereof against the said party of the first part, his heirs, executors, administrators and assigns, to obtain a decree for the sale and conveyance of the whole or any part of said premises for the purposes herein specified, by said party of the second part, or such trustee or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, or person who may be appointed to execute this trust, and reasonable Dollars attorney's and collector's fees, and also all other expenses of this trust, including all charges advanced for insurance, taxes and other taxes or assessments, with interest thereon at seven per cent per annum, then to pay the principal of said note, whether due and payable by the terms thereof or the option of the legal holder thereof, and all interest due thereon, rendering the surplus, if any, unto the said party of the first part, their legal representatives or assigns, as reasonable required, and it shall not be the duty of the purchaser to see to the application of the purchase money.

And it is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereof, to foreclose this Trust Deed, such court may at once upon application therefor, appoint or any suitable person, receiver, with power to receive and collect the rents, issues and profits arising out of the said premises, and apply the same toward the payment of the expenses and costs in such proceeding, and any remainder upon said indebtedness; and that said Receiver shall have the full power of receiver, and such other power in the premises as to said Court shall seem proper.

And said first party hereby agree, that he will, in due season, pay all taxes and assessments on said premises, and will keep all buildings that may in any time be on said premises, during the continuance of said indebtedness, insured in such company or companies and for an amount (not exceeding the amount of said indebtedness), as said second party, or the holder of said note may from time to time direct, and will properly assign such policy or policies of insurance to said party of the second part as further security for the indebtedness aforesaid, and in case of the refusal or neglect of said party of the first part to insure, or to pay taxes as aforesaid, or to pay taxes as aforesaid, said party of the second part or his successor in trust, or the holder of said note, may procure such insurance, or pay such taxes; and all moneys thus paid, with interest thereon at seven per cent per annum, shall be and become so much additional indebtedness, secured to be paid by this Trust Deed.

Where The said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantor or his successor or legal representatives shall re-convey all of said premises remaining unsold to the said grantor or their heirs or assigns, upon receiving his reasonable charges therefor. In case of the death, resignation, removal from said Cook County, or other inability to act of said grantor then Capitol Bank and Trust

of said Cook County is hereby appointed and made successor in trust herein, with like power and authority, as is hereby provided in said note, and it is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantor or the holder or holders of said note in any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a holder of said note, and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises and taken out of the proceeds of any sale thereof.

Witness, The hand and seal of the said grantor, this 24th day of December 1986 A.D.

X Jose A. Martinez (REAL) X Carmen Martinez (REAL)

THIS DOCUMENT PREPARED BY PAUL WARNER, ASST. VICE-PRESIDENT, CAPITOL BANK AND TRUST, 4801 W. FULLERTON AVE., CHICAGO, IL. 50639

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UNOFFICIAL COPY

State of Illinois

County of Cook

ss.

Emily Mastro

a Notary Public in and for said County, in the

State aforesaid, Do hereby certify That Jose A. Martinez and Carmen Martinez

personally known to me to be the same person^s whose name^s subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this

24th day of December A.D. 1986

Emily Mastro

Emily Mastro

4801 West Fullerton Avenue
Chicago, Illinois 60639

-87-009386

TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurers

Jose A. and Carmen Martinez

4816 W. Schubert

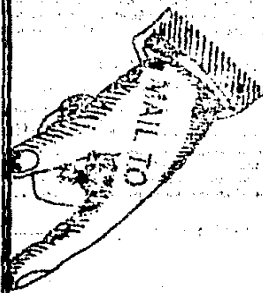
Chicago, Ill. 60639

TO

Capitol Bank and Trust

4801 W. Fullerton Ave.

Chicago, Illinois 60639



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